

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Ruder Finn & Rotman, Inc. 110 East 59 Street New York, New York 10022	2. Registration No. 1481
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3. Name of foreign principal Konishiroku Photo Industry Co., Ltd.	4. Principal address of foreign principal No. 26-2 Nishishinjuku 1-Chome, Shinjuku-ku Tokyo 160 Japan
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5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or  domestic organization: If either, check one of the following:
  - Partnership  Committee
  - Corporation  Voluntary group
  - Association  Other (specify) \_\_\_\_\_
- Individual - State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. N/A
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address N/A
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal

Manufacturer of photographic products

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes  No
- Directed by a foreign government, foreign political party, or other foreign principal . . . . Yes  No
- Controlled by a foreign government, foreign political party, or other foreign principal . . . . Yes  No
- Financed by a foreign government, foreign political party, or other foreign principal . . . . Yes  No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal . . . . . Yes  No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal . . . . . Yes  No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
September 26, 1984	Abraham D. Peritz Treasurer	

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

Oct 3 1981  
U.S. DEPARTMENT OF JUSTICE  
REGISTRATION DIVISION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Ruder Finn & Rotman, Inc.	Konishiroku Photo Industry Co., Ltd.

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As outlined in contract.

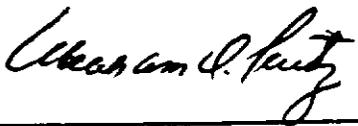
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As outlined in contract

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

N/A

Date of Exhibit B	Name and Title	Signature
September 26, 1984	Abraham D. Peritz Treasurer	

<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT BETWEEN: RUDER FINN & ROTMAN INC.  
AND  
KONISHIROKU PHOTO INDUSTRY CO., LTD.

Date: 9/6/84

- (1) Konishiroku has retained Ruder Finn & Rotman Inc. as its public relations counsel for a period of one month commencing September 6, 1984.
- (2) Public relations services provided by Ruder Finn & Rotman include counseling, creating, planning and working on specific public relations projects; preparation of written and other public relations materials; representing Konishiroku to the public, as its agent; and reporting on progress and achievements all in a manner to be mutually agreed upon.
- (3) Ruder Finn & Rotman will be paid for its services a fee calculated on the basis of the hourly billing rates of the people who work on the program, and the number of hours actually worked by them. The maximum fee for this period will be \$10,000 and Konishiroku will make an advance payment of \$5,000 on the date of execution of this agreement. The balance will be charged at the end of the contract period.

- (4) Out of pocket disbursements for or on behalf of or for the benefit of Konishiroku will be billed as incurred. Disbursements falling into Group A, below, will be billed to you at cost, and those in Group B, which increase our overhead costs, will be billed at a markup of 20 percent. These bills will be payable within ten days of presentation.

GROUP A

Telephone Telegrams &  
Telecopier  
Clipping Service  
Travel  
Model Fees  
Press Conferences  
Miscellaneous  
Transcripts  
Business Entertainment

GROUP B

Art Work  
Printing  
Photography  
Mailings  
Mat Services  
Mass Script Service  
TV Films  
Special Sales Meeting  
Presentations  
Surveys and Research

- (5) Konishiroku agrees to and hereby does indemnify Ruder Finn & Rotman against any damages, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved for and on behalf of Konishiroku and Konishiroku hereby expressly holds Ruder Finn & Rotman, Inc. harmless from any such damages, costs and expenses.

(6) Any information regarding Konishiroku and this assignment will be regarded as strictly confidential.

(7) Prior to October 6, Ruder Finn & Rotman will present a report of work done for Konishiroku and recommend further steps which Konishiroku needs to take in the future..

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Ruder Finn & Rotman, Inc.

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Konishiroku Photo Industry Co., Ltd.